

July 18, 2011

Dear Offerors,

SUBJECT: Solicitation Number SPK330-11-Q-5551  
Routine Chillers, AHUs & Hydro Kits Maintenance Services at Consulate Lahore.

The Embassy of the United States of America invites you to submit a quotation for Routine Chillers Maintenance at Consulate Lahore.

The Embassy intends to conduct a site visit at U. S. Consulate Lahore, 50 Empress Road, Lahore, Pakistan on **July 28, 2011** at 1100 hrs. Maximum three persons from one firm can participate in site visit. Interested offerors must provide with full name of participant/s (as written on NIC), NIC number and particulars of vehicle to be used like make, model, color and registration number before 2.00 p.m. on July 26, 2011. This information can be provided on e-mail address: ZainuddinA@state.gov . All prospective quoters who have received a solicitation package will be invited to attend. See Section 3 of the attached Request for Quotations (RFQ).

Submit your quotation in a sealed envelope marked "Quotation Enclosed" to the **Monica S. Ewing**, AGSO Procurement, American Embassy, Diplomatic Enclave, Ramna-5, Islamabad on or before **1500 hrs** on **August 8, 2011**. No quotations will be accepted after this time.

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-1449
2. Section 1 pricing;
3. Section 5, Representations and Certifications;
4. Additional information as required in Section 3.

Direct any questions regarding this solicitation to **Monica S. Ewing** by letter or by telephone 92-51-208-0000 during regular business hours.

Sincerely,

**Monica S. Ewing**  
Contracting Officer

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS****OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER

PAGE 1 OF 40

2. CONTRACT NO.

3. AWARD/EFFECTIVE  
DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER  
**SPK330-11-Q-5551**6. SOLICITATION ISSUE DATE  
**July 18, 2011**7. FOR SOLICITATION  
INFORMATION CALLa. NAME  
**Monica S Ewing**b. TELEPHONE NUMBER  
**051-208-2000**8. OFFER DUE DATE/LOCAL TIME  
**August 8, 2011/1500 hours**

9. ISSUED BY

CODE

**Contracting Officer  
American Embassy  
Islamabad**

10. THIS ACQUISITION IS

☒ UNRESTRICTED☐ SET ASIDE: % FOR☐ SMALL BUSINESS☐ EMERGING SMALL BUSINESS☐ HUBZONE SMALL BUSINESS SMALL BUSINESS☐ SERVICE-DISABLED VETERAN OWNED ☐ 8(A)

NAICS:

SIZE STD:

11. DELIVERY FOR FOB

DESTINATION UNLESS BLOCK IS MARKED

☐ SEE SCHEDULE

12. DISCOUNT

☐ 13a. THIS CONTRACT IS A RATED ORDER

13b. RATING

14. METHOD OF SOLICITATION

☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO:

Code

**U.S. Embassy  
Diplomatic Enclave, Ramna- 5,  
Islamabad, Pakistan**

16. Administered by:

17.a. CONTRACTOR/OFFEROR CODE

FACILITY CODE

18a. PAYMENT WILL BE MADE BY

**Financial Management Officer (FMO)  
American Embassy,  
Diplomatic Enclave, Ramna-5  
Islamabad, Pakistan**☐ 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH  
ADDRESS IN OFFER18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK  
BELOW IS CHECKED ☐ SEE ADDENDUM

19.

ITEM NO.

20.

SCHEDULE OF SUPPLIES/SERVICES

21.

QUANTITY

22.

UNIT

23.

UNIT PRICE

24.

AMOUNT

1.

**Routine maintenance and repair services  
for Chillers, AHUs & Hydro Kits  
(For detail see Page 4,5,6)**

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

☒ 27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.☐ 27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED.☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 02 COPIES TO  
ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH  
OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE  
TERMS AND CONDITIONS SPECIFIED HEREIN.☐ 29. AWARD OF CONTRACT: REF. \_\_\_\_\_ OFFER DATED  
\_\_\_\_\_. YOUR OFFER ON SOLICITATION (BLOCK 5),  
INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH  
HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or Print)

31c. DATE SIGNED

**Monica S Ewing**

PREVIOUS EDITION IS NOT	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED	36. PAYMENT
PARTIAL	FINAL		-----	<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/>
37. CHECK NUMBER				
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY		
41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (PRINT)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)		
41c. DATE		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 3/2005) BACK

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## SECTION 1 - THE SCHEDULE

### CONTINUATION/ADDENDUM TO SF-1449, RFQ NUMBER SPK330-11-Q-5111 PRICES, BLOCK 23

#### 1.0 DESCRIPTION

U.S. Embassy, Islamabad requires routine maintenance and repair services for chiller, AHUs, FCUs etc. (HVAC system) & Hydro Kits at its Consulate, Lahore, Pakistan in order to keep them in safe, reliable and efficient operating condition. The contract type is a firm fixed price contract for maintenance and repair services paid at the monthly rate below. These rates include all costs associated with providing maintenance services in accordance with manufacturer's warranty including materials, labor, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit. The contract will be for an one-year period, with four one-year optional periods of performance.

#### 2.0 PRICING

##### 2.1 Base Year (September 1, 2011 to August 31, 2012)

The Contractor shall provide the services shown below for the base period of the contract, starting from the date stated above and continuing for a period of 12 months. The fixed unit prices, estimated quantities, and ceiling for each category are:

Line item and Description	Monthly Price	Annual Total
001 Routine monthly maintenance for all Chillers,FCUs, AHUs & Hydro Kits described in Attachment 1	_____ x 12	_____

##### 2.2 Option Year 1 (September 1, 2012 to August 31, 2013)

The Contractor shall provide the services shown below for Option Year 1, starting from the date stated above and continuing for a period of 12 months.

Line Item	Monthly Prices	Annual Total
002 Routine monthly maintenance for all Chillers, FCUs, AHUs & Hydro Kits described in Attachment 1	_____ x 12	_____

### **2.3 Option Year 2 (September 1, 2013 to August 31, 2014)**

The Contractor shall provide the services shown below for Option Year 2, starting from the date stated above and continuing for a period of 12 months.

<b>Line Item</b>	<b>Monthly Prices</b>	<b>Annual Total</b>
003 Routine monthly maintenance for all Chillers, FCUs, AHUs & Hydro Kits described in Attachment 1	_____ x 12	_____

### **2.4 Option Year 3 (September 1, 2014 to August 31, 2015)**

The Contractor shall provide the services shown below for Option Year 3, starting from the date stated above and continuing for a period of 12 months.

<b>Line Item</b>	<b>Monthly Prices</b>	<b>Annual Total</b>
004 Routine monthly maintenance for all Chillers, FCUs, AHUs & Hydro Kits described in Attachment 1	_____ x 12	_____

### **2.5 Option Year 4 (September 1, 2015 to August 31, 2016)**

The Contractor shall provide the services shown below for Option Year 4, starting from the date stated above and continuing for a period of 12 months.

<b>Line Item</b>	<b>Monthly Prices</b>	<b>Annual Total</b>
005 Routine monthly maintenance for all Chillers, FCUs, AHUs & Hydro Kits described in Attachment 1	_____ x 12	_____

## 2.6 GRAND TOTAL ESTIMATED CONTRACT AMOUNT

The Grand Total Contract Amount for the base and all optional periods of performance is:

Base Year \_\_\_\_\_

Option Year 1 \_\_\_\_\_

Option Year 2 \_\_\_\_\_

Option Year 3 \_\_\_\_\_

Option Year 4 \_\_\_\_\_

Grand Total for Base + Four Option Years: \_\_\_\_\_

**CONTINUATION/ADDENDUM TO SF-1449, RFQ NUMBER SPK330-11-Q-5551**  
**SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**1.0 SCOPE OF WORK**

The American Embassy, Islamabad requires routine maintenance and repair services for chiller, AHUs, FCUs etc. (HVAC system) & Hydro Kits at its Consulate, Lahore, Pakistan, identified in Attachment 1 in safe, reliable and efficient operating condition. The Contract shall provide all necessary managerial, administrative and direct labor personnel, and as well as all necessary transportation, equipment, tools, repair parts, supplies and materials required to perform inspection, maintenance, repair, and component replacement as required to maintain the chillers in accordance with the manufacturer's specification. Under this contract the Contractor shall provide:

- The services of a trained chiller mechanic on monthly and on call basis to check and repair equipment operation and perform scheduled and preventive maintenance;
- 24 hours/day, 7 days/week emergency response service;
- Appropriate, same day, service in response to a chiller malfunction trouble call; and
- After-hours emergency minor adjustment callback service

The Embassy agrees to purchase or maintain at its own cost, all necessary spares and replacement parts. These parts and /or replacements are to be made freely available to the vendor when in judgment they are required. Performance and responsibilities under this contract are associated with the availability of such materials, notwithstanding that vendor will provide that spare parts from his stock if available with them, which will be charged at additional cost. It is agreed that the vendor will not assume possession or management of any part of the equipment but he can take the equipment to his workshop for extensive repair, if required with the approval of COR.

**2.0 HOURS OF PERFORMANCE**

The Contractor shall schedule all routine maintenance and repair work during normal building hours which are defined as 8:00 to 16:30 Monday to Friday, excluding local and bank holidays, unless approved in advance by the Contracting Officer's Representative (COR).

**3.0 ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT**

- 3.1 General. The Contractor shall designate a representative who shall supervise the Contractor's chiller mechanics and be the Contractor's liaison with the American Consulate General in Lahore, Pakistan. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purposes. Contractor employees shall have access to the chillers' hoistways, lobbies and machine rooms, either with or without security escorts, only with specific permission by either the Contracting Officer or the COR.
- 3.2 Personnel security. The Government reserves the right to deny access to U.S. -owned and U.S. -operated facilities to any individual. The Contractor shall provide the names and biographic data and police clearance on all Contractor personnel who shall be used on this contract prior to their utilization. The Government shall issue identity cards to approved Contractor personnel, each of whom shall display his/her card(s) on the uniform at all times while on Government property or while on duty at private residences serviced under this contract. These identity cards are the property of the Government. The Contractor shall



return all identify cards when the contract is completed, when a Contractor's employee leaves this contract, or at the request of the Government.

### 3.3 Standards of conduct

- 3.3.1 General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor employee shall adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.
- 3.3.2 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR)/ The Contractor shall provide, to each employee and supervisor, uniforms and personal equipment. The Contractor shall be responsible for the cost of purchasing, cleaning, pressing, and repair of the uniforms.
- 3.3.3 Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.
- 3.3.4 The Contractor shall not condone disorderly conduct, use of abusive or offensive language, quarreling, and intimidation by words, actions, or fighting. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.
- 3.3.5 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.
- 3.3.6 Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law I certain circumstances. These circumstances include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form; and misuse of weapons.
- 3.3.7 Key Control. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, or other areas, for the purposes of this contract, Keys shall not be duplicated without the COR's approval. Where the Government determines that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from performing work under the contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system so compromised.

## 4.0 WORK REQUIREMENTS

- 4.1 General. The Contractor shall provide full service to meet routine maintenance requirements. The Contractor shall maintain chillers so that the chillers are in a safe and efficient operating condition at all times. In the event of a break down, the Contractor shall make every effort to immediately return the chiller to an operating condition.

## 4.2 Summary of Services

- 4.2.1 The contractor shall provide all labor, generic expendable service materials, and tools, except as otherwise stated herein to fulfill the requirements of the contract. The contractor shall provide monthly preventative maintenance inspections and emergency repair service for the Chancery Building Diakin chiller sets. The monthly visits shall be scheduled for regularly timed intervals, preferably during this first week of each month. A preventative maintenance checklist will be provided to the contractor that shall be fully completed during each monthly visit.
- 4.2.2 Reporting of equipment abnormalities - All equipment operational abnormalities and defective components noted by the contractor shall be immediately reported verbally to the government monitoring technical representative. In addition, all deficiencies shall be noted in writing by the contractor and submitted to the government representative upon completion of the inspection or service visit.
- 4.2.3 The equipment covered under this contract is as follows:

Sr .	Description	Manufacturer Specification	Model	Serial	Installation Date
1	Water Chiller 1	Daikin Industries Ltd 415V,3ph,50Hz,out put comp 37kw*2	UW100EGSYE	7800272,	1988
2	Water Chiller 2	Carrier Ltd, 415V,3ph,50Hz output Comp,87w, 143A	30HXCO80-A0594-PEE	12Y9133 87	2010
3	Chiller water pump 1,2	Pullen pumps Ltd 415V ,3Ph,50Hz,1460rpm ,11Kw	HSS100/30T D160 M motor	8/714010	1988
4	Condenser water pump1,2	Pullen pumps Ltd 415V ,3Ph,50Hz,1460rpm ,7.5Kw	HSS100/30T D132 M motor	8/714010	1988
5	Cooling Towers 1,2	Daikin Industries Ltd415V,3ph,50Hz,3.7kw	TIF 1500	60594293	1988
6	Air Handling Unit #2	Daikin Industries Ltd415V,3ph,50Hz,1.5kw	AV8EAR	687759	1988
7	Air Handling Unit#3	Daikin Industries Ltd415V,3ph,50Hz,2.2kw	AV10EAR	687760	1988
8	Air Handling Unit#4	Daikin Industries Ltd415V,3ph,50Hz,0.75kw	AV3EAR	687761	1988
9	Air Handling Unit#5	Daikin Industries Ltd415V,3ph,50Hz,1.5kw	AV6EAR	687762	1988
10	Air Handling Unit#6	Daikin Industries Ltd415V,3ph,50Hz,3.7kw	AV19EAR	687763	1988
11	Air Handling Unit#7	Daikin Industries Ltd415V,3ph,50Hz,1.5kw	AV8EAR	687764	1988
12	Air Handling Unit#8	Daikin Industries Ltd415V,3ph,50Hz,0.75kw	AV3EAR	687765	1988
13	Boilers Gas Fired	Bryan Steam Corporation. 850Mbh	F850W	64135	1988
14	Hot water pump1,2	Pullen pumps Ltd 415V ,3Ph,50Hz,1460rpm ,	HSS50/38T	81714010	1988
15	Supply Fan 1,2	Woods Air Movement 240V 50 Hz	15J29	02064412 2	1988
16	Exhaust Fans (15)	Woods Air Movement			1988

**FCUs – Make – DIAKIN = TOTAL – 42**

## 5.0 SCHEDULED ROUTINE MAINTENANCE

### 5.1 General

5.1.1 The objective of scheduled routine maintenance is to eliminate or minimize chiller malfunction, breakdown and deterioration. Contract maintenance of the chillers must assure continuous, safe, and satisfactory operation of all chillers, their parts and components. The Contractor shall schedule routine maintenance to include all tasks herein described, in addition to routine lubrication and adjustments.

### 5.1.2 Reserved

5.1.3 The Contractor shall inventory, supply, repair and replace all parts that have become unsafe due to wear and tear. The Contractor shall use genuine manufacturer's parts or approved or equal (to be approved by COR) for all replacements. The Contractor shall maintain an easily accessible supply of spare parts sufficient for normal maintenance and expedient emergency repairs.

### 5.2 Checklist Approval

The Contractor shall submit to the COR a schedule and description of the scheduled routine maintenance tasks which the Contractor plans to provide. The Contractor shall prepare this schedule and task description in a checklist format similar to the one provided in Attachment 2. The Contracting Officer or COR must approve the proposed "Scheduled Routine Maintenance Task Checklist" prior to contract work commencement.

### 5.3 Minimum Requirements

- The Contractor shall provide a trained mechanic to inspect and service every chiller a minimum of every month of the year. The chiller mechanic shall sign off on every item of the checklist. The chiller mechanic shall leave a copy of this signed checklist with the COR or the COR's designate following that daily/weekly or monthly routine maintenance visit. This inspection and servicing shall be in accordance with Chiller Set Contract Guidelines Attachment 1.

## 6.0 TROUBLE CALL RESPONSE SERVICE

6.1 General. The Contractor shall provide "around-the-clock" service coverage for chiller trouble calls as described below and which are not excluded by paragraph 8.0 below.

### 6.2 Emergency Response Service

The Contractor shall provide, at no extra cost, a 24 hours/day, 7 days/week, 52 weeks/year coverage for emergency trouble calls. A trained mechanic shall be "on call" shall be on site within a one-hour time period of the placement of an emergency trouble call by the Contracting Officer or COR.

### 6.3 Non-Emergency Response Service

The Contractor shall provide, at no extra cost, a non-emergency response service. A trained chiller mechanic will be on site, within one working day, to trouble shoot and repair an chiller malfunction.

## 6.4 Callback Service

When a chiller which was previously worked on by the Contractor's mechanic, has a repeat malfunction within a 24-hour period, the Contractor shall be obligated to provide, at no extra cost, a return visit by a trained chiller mechanic to correct the problem, even if the problem is minor in nature. The chiller mechanic shall respond to this callback within a three-hour time period regardless of what time the Contracting Officer or COR made the callback complaint, including the "after hours" time periods.

## 7.0 PERSONNEL, TOOLS, REPAIR PARTS, MATERIALS AND SUPPLIES

The Contractor shall provide trained chiller mechanics with the appropriate tools and testing equipment for scheduled maintenance, unscheduled repairs, emergency repairs/assistance, safety inspection, and safety testing as required by this contract. The Contractor shall provide all of the necessary repair parts, materials and supplies to maintain, service, inspect and test the chiller as required by this contract.

## 8.0 EXCLUSIONS

Major Repairs: Any individual unit of incident of repair with a total estimated cost (Labor and direct material costs) exceeding **\$2,500.00** which is not covered under routine maintenance, is not covered by this contract. The Government reserves the right to determine how these repairs are to be handled. Such repairs will normally be accomplished by separate purchase order or contract. This exclusion does not apply if the repair is to correct damage caused by Contractor negligence.

## 9.0 INSURANCE REQUIREMENTS

9.1 Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this contract

The Contractor's assumption of absolute liability is independent of any insurance policies.

9.2 Insurance. The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary. The Contractor shall carry the following minimum insurance:

### Comprehensive General Liability

Bodily Injury	<b>Pak Rs. 50,000.00</b> per occurrence
Cumulative	<b>Pak Rs. 250,000.00</b>
Property Damage	<b>Pak Rs. 50,000.00</b> per occurrence
Cumulative	<b>Pak Rs. 250,000.00</b>

### Workers' Compensation and Employer's Liability

Workers' Compensation and Occupational Disease **Pak Rs. 50,000.00** per occurrence  
Statutory, as required by host country law

Employer's Liability	<b>Pak Rs. 50,000.00</b> per occurrence
Cumulative	<b>Pak Rs. 250,000.00</b>

9.3 Worker's Compensation Insurance. The Contractor agrees to provide all employees with worker's compensation benefits as required by the laws of either the country in which the employees are working or the employee's native country, whichever offers greater benefits, following FAR 52.228-4 "Worker's Compensation and War-Hazard Insurance Overseas".

#### 10.0 Permits.

The Contractor shall maintain in full force and effect all permits, licenses, and appointments required for the prosecution of work under this contract at no additional cost to the Government. The Contractor shall obtain these permits, licenses, and appointments in compliance with host country laws.

#### 11.0 LOCAL LAW REGISTRATION

If the local law or decree requires that one or both parties to the contract register the contract with the designated authorities to insure compliance with this law or decree, the entire burden of this registration shall rest upon the Contractor. Any local or other taxes which may be assessed against the contract shall be payable by the Contractor without Government reimbursement.

#### 12.0 GOVERNMENT FURNISHED PROPERTY/EQUIPMENT

Reserved.

#### 13.0 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP).

13.1 Plan. This plan is designed to provide an effective surveillance method to promote effective Contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<b><u>Services.</u></b> Performs all chiller services set forth in the performance work statement (PWS)	1 thru 11	All required services are performed and no more than one (1) customer complaint is received per month

13.2 Surveillance. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

13.3 Standard. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

#### 13.4. Procedures.

13.4.1 If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

13.4.2 The COR will complete appropriate documentation to record the complaint.

13.4.3 If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

13.4.4 If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

13.4.5 The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

13.4.6 If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

13.4.7 The COR will consider complaints as resolved unless notified otherwise by the complainant.

13.4.8 Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

## ATTACHMENT 1

### STATEMENT OF WORK MAINTENANCE AND REPAIR HVAC EQUIPMENTS

#### 1. BACKGROUND AND PURPOSE:

1.1 The American Consulate General in Lahore requires the Contractor to maintain and repair on monthly and on call basis the Screw Chillers, AHUs, FCUs etc. (HVAC system) at its compound located at 50, Shahra-e-bin Badees (old Empress Road) Lahore.

1.2 The equipment to be serviced is listed below:

Sr.	Description	Manufacturer Specification	Model	Serial	Installation Date
1	Water Chiller 1	Daikin Industries Ltd 415V,3ph,50Hz,out put comp 37kw*2	UW100EGSYE	7800272,	1988
2	Water Chiller 2	Carrier Ltd, 415V,3ph,50Hz output Comp,87w, 143A	30HXCO80- A0594-PEE	12Y913387	2010
3	Chiller water pump 1,2	Pullen pumps Ltd 415V ,3Ph,50Hz,1460rpm ,11Kw	HSS100/30T D160 M motor	8/714010	1988
4	Condenser water pump1,2	Pullen pumps Ltd 415V ,3Ph,50Hz,1460rpm ,7.5Kw	HSS100/30T D132 M motor	8/714010	1988
5	Cooling Towers 1,2	Daikin Industries Ltd415V,3ph,50Hz,3.7kw	TIF 1500	60594293	1988
6	Air Handling Unit #2	Daikin Industries Ltd415V,3ph,50Hz,1.5kw	AV8EAR	687759	1988
7	Air Handling Unit#3	Daikin Industries Ltd415V,3ph,50Hz,2.2kw	AV10EAR	687760	1988
8	Air Handling Unit#4	Daikin Industries Ltd415V,3ph,50Hz,0.75kw	AV3EAR	687761	1988
9	Air Handling Unit#5	Daikin Industries Ltd415V,3ph,50Hz,1.5kw	AV6EAR	687762	1988
10	Air Handling Unit#6	Daikin Industries Ltd415V,3ph,50Hz,3.7kw	AV19EAR	687763	1988
11	Air Handling Unit#7	Daikin Industries Ltd415V,3ph,50Hz,1.5kw	AV8EAR	687764	1988
12	Air Handling Unit#8	Daikin Industries Ltd415V,3ph,50Hz,0.75kw	AV3EAR	687765	1988
13	Boilers Gas Fired	Bryan Steam Corporation. 850Mbh	F850W	64135	1988
14	Hot water pump1,2	Pullen pumps Ltd 415V ,3Ph,50Hz,1460rpm ,	HSS50/38T	81714010	1988
15	Supply Fan 1,2	Woods Air Movement 240V 50 Hz	15J29	020644122	1988
16	Exhaust Fans (15)	Woods Air Movement			1988

**FCUs – Make – DIAKIN = TOTAL – 42**

## **2. GENERAL REQUIREMENT:**

- 2.1 The work shall be executed in a diligent manner in accordance with a negotiated firm fixed price and a fixed performance period. The period of performance for project completion shall be one year with optional four (4) more years from Contract Award.
- 2.2 The Contractor shall be required to prepare reports, bill of materials, logs, maintenance and repair sheets, catalog cuts, schedules and costs. These documents shall provide the necessary interfaces, coordination, and communication among the Embassy.

## **3. SCOPE OF SERVICES:**

The contractor shall provide the cleared personnel, material, equipments and supervision to complete the requirements in this statement of work. The contractor shall follow security directives as explained by the Regional security Officer (RSO) at Post.

**The work consists of the following, but is not limited to the following:**

- Inspection and commissioning as per Manufacturer's test logs.
- Check system refrigerant leaks
- Check operating pressure.
- Check and tighten electric connections and controls.
- Check pressure transducers, temperature sensors, oil heaters etc.
- Check internal interlocks.
- Check oil levels and add if required.
- Check compressor oil condition and level.
- Check motor and record operating conditions.
- Check all parameters related with chillers.
- Check evaporator leaving liquid temperature.
- Check evaporator pressure drop.
- Check electric power consumption.
- Check suction pressure and temperature.
- Check discharge pressure and temperature.
- Check for gas bubbles in refrigerant.
- Check finned coil cleanness.
- Check oil heater efficiency.
- Check remote control unit.
- Check low pressure switches/transducers.
- Check high pressure switches/transducers.
- Check evaporator insulation.
- Check tightness of wiring terminal screws.
- Clean outside of the unit with soapy water.
- Check water differential switch.
- Check specific gravity of brine (glycol) if applicable.
- Crain and clean the evaporator at start and end of season.



#### UNIT GENERAL:

- Check thermal insulation
- Check vibration isolators.
- Check main structure.
- Check paint work and treat for rust.

#### REFRIGERANT SYSTEMS GENERAL:

- Check relief valves.
- Check fusible plugs.
- Check for pipe work damage.
- Check for leaks.
- Check moisture indicator.
- Check suction superheat.
- Check liquid subcooling.
- Change filter/drier cores.
- Check solenoid valves.

#### COMPRESSOR:

- Check oil level and pressure.
- Check unloader operation.
- Check crankcase heater.
- Check condition of oil.
- Check big ends.
- Check sump for white metal.
- Check suction valves and springs.
- Check discharge valves and springs.
- Check cylinder sleeves.
- Check suction strainer.
- Check oil filters.
- Check pistons and rings.
- Change compressor oil.

#### EVAPORATOR:

- Check water flows.
- Check water pressure drop.
- Check heater mats.
- Check water pH / glycol strength.

#### AIR COOLED CONDENSERS:

- Check for air flow obstructions.

- Check fins and brush fins.
- Check fans and fan guards.
- Check fan motor bearings.

#### POWER & CONTROL SYSTEM GENERAL:

- Check panel condition.
- Check main and control wiring.
- Check sensor locations.
- Check mechanical HP cut-outs.
- Check emergency stop.
- Check residual current devices.
- Check all connections.
- Check compressor contactors.
- Check fan contactors / overloads.
- Check sensor / transducer calibration.
- Check motor protectors.
- Check contactor contacts.

#### MICROPROCESSOR CONTROLS:

- Check fault history.
- Check program settings.
- Check HP/LP cut-out function.
- Check pump-down function.
- Check load/unload function.
- Check fan control function.
- Check ambient cut-out function.
- Check LTL cut-out function.
- Check low oil pressure function.

#### 4. **RESPONSIBILITY OF THE CONTRACTOR:**

- 4.1 The contractor shall be responsible for the professional quality, and the coordination of all services furnished under this contract. The contractor shall responsible for the system complete functional and operational.
- 4.2 The contractor shall identify a parson who shall be responsible for the overall management of the services and shall represent the contractor on the site during the work. The site manager shall be approved by the COR.
- 4.3 Any cost associated with services subcontracted by the contractor shall be borne by and be the complete responsibility of the contractor under the fixed price of this contract.
- 4.4 If any of the Contractor's services do not conform to the contract requirements, the COR may require the Contractor to perform the services again in conformity with the contract requirements. Embassy may by contract or otherwise, perform the services and charge the Contractor any cost

incurred by the Embassy that is directly related to the performance of such service or terminate the contract for default.

- 4.5 The contractor is responsible for safety and shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters. Contractor shall follow the safety directive/instructions issued by the SHEM officer and or Safety Inspector at Post. The contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the COR.
- 4.6 The contractor shall be and remain liable to Embassy in accordance with applicable law for all damages to the Embassy caused by the contractor's negligent performance of any of the services furnished under this contract. The rights and remedies for the Embassy provided for under this contract are in addition to any other rights and remedies provided by law.
- 4.7 The contractor shall examine all the documents. The contractor is responsible for knowing all the conditions and limitations applied to the work and shall submit a firm fixed price cost proposal for all the work.
- 4.8 The contractor shall be responsible for all required materials, equipment and personnel to manage, administer, and supervise the work. All workmanship shall be of good quality and performed in a skillful manner as determined by the COR.
- 4.9 The contractor shall provide the list of parts that should be kept at site all the time for any emergency maintenance and repair and advice to COR for timely purchase of parts to handle any emergency situation.

## **5. MAINTENANCE AND REPAIR REQUIREMENTS:**

- 5.1 The Contractor shall be responsible for all required materials, equipment and personnel to manage, administer, and supervise the maintenance and repair contract. All workmanship shall be of good quality and performed in a skillful manner as determined by the COR.
- 5.2 The Contractor shall have limited access to or be admitted into the compound outside the areas designated except with permission by the COR.
- 5.3 The contractor shall provide regular maintenance and repair of equipment and ensures that malfunction is detected and corrected in timely manners.
- 5.4 The contractor shall provide inspection and services visit in every month to carry out services called in this contract. Contractor shall also provide emergency services on call by COR at any time 24/7 in an emergency.
- 5.5 The Contractor shall submit to the COR a schedule and description of the scheduled routine maintenance tasks which the Contractor plans to provide. The Contractor shall prepare this schedule and task description in a checklist format. The COR must approve the proposed "Scheduled Routine Maintenance Task Checklist" prior to contract work commencement.
- 5.6 The Contractor shall provide, at no extra cost, a 24 hours/day, 7 days/week, 52 weeks/year coverage for emergency trouble calls. A trained mechanic shall be "on call" and shall be on site within a one-hour time period of the placement of an emergency trouble call by the COR. Emergency situations include system break down or the work place temperature does not allow to perform official work in that building area fed by the said machine. The Contractor shall provide, at no extra cost, a non-emergency response service. A trained HVAC Engineer will be on site, within one working day, to trouble shoot and repair machine malfunction. When a machine which

was previously worked on by the Contractor's Engineer, has a repeat malfunction within a 72-hours period, the Contractor shall be obligated to provide, at no extra cost, a return visit by a trained Engineer to correct the problem, even if the problem is minor in nature. The Engineer shall respond to this callback within a three-hour time period regardless of what time the COR made the callback complaint, including the "after hours" time periods.

- 5.7 The Contractor shall provide trained Engineers with the appropriate tools and testing equipment for scheduled maintenance, unscheduled repairs, emergency repairs/assistance, safety inspection, and safety testing as required by this contract. The Contractor shall provide all of the necessary repair parts, materials and supplies to maintain, service, inspect and test the machines as required by this contract.

**6. CRITERIA:**

The contractor shall perform maintenance and repairs in accordance with U.S. codes and standards.

- Maintenance and repair guidelines from DAIKEN AND CARRIER.
- Internal Mechanical codes 2003.
- Guidelines from American Society of Heating, Refrigeration and Air conditioning Engineers.

**7. DELIVERABLES, SCHEDULE AND PERIOD OF PERFORMANCE:**

- 7.1 Schedule approved by COR prior to deployment.
- 7.2 The contract start date is to be made as soon as possible but is expected to be after August, 2011. The contract shall be made for one year with optional years. The optional years shall not be less than two years excluding base year.
- 7.3 The Contractor shall provide to the COR a detailed report describing all work performed during each service visit.

End of Scope of Work

## **ATTACHMENT 2**

**(See Document attached separately containing Five (5) pages)**

## SECTION 2 CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERICAL ITEMS (OCT 2008), is incorporated by reference. (See SF-1449, block 27a).

### ADDENDUM TO 52.212-4

None

### FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAR 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- \_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- \_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- \_\_\_ (2) – (14) Reserved.
- \_\_\_ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- \_\_\_ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- \_\_\_ (17) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- \_\_\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- \_\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- \_\_\_ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- \_\_\_ (22) – (24) [Reserved].

- \_\_\_ (25) 52.225-5, Trade Agreements (MAR 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

— (26) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

— (27) – (30) Reserved

— (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

— (32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

— (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

— (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).MAY 1999) (31 U.S.C.

— (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

— (ii) Alternate I (Apr 2003) of 52.247-64.

(c) Reserved

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Reserved.

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to

small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) Reserved

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(End of clause)



## **ADDENDUM TO CONTRACT CLAUSES**

### **FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12**

#### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:  
<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.245-4	Government –Furnished Property (Short Form) (JUN 2003) (IF APPLICABLE)

The following FAR clauses are provided in full text:

#### **52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

#### **52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

#### **52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)**

Solicitation No. SPK330-11-Q-5551  
Maintenance & repairing services for Chillers, AHUs and  
Hydro Kits.

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices in an original and two (2) copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

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652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

(a) The Department of State observes the following days as holidays:

New Year's Day	
Martin Luther King's Birthday	
Washington's Birthday	
Memorial Day	
Independence Day	
Labor Day	
Columbus Day	
Veterans Day	
Thanksgiving Day	
Christmas Day	
Eid-ul-Azha (Pakistan)	2 days
9 <sup>th</sup> & 10 <sup>th</sup> Muharram (Pakistani)	2 days
Pakistan Day (Pakistani)	
Eid I Milad un Nabi (Pakistani)	
Labor Day (Pakistani)	
Independence Day (Pakistani)	
Eid ul Fitr (Pakistani)	2 days

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is Facilities Manager.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of Clause)

### **SECTION 3 - SOLICITATION PROVISIONS**

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2008), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

#### **ADDENDUM TO 52.212-1**

NONE

A. Summary of instructions. Each offer must consist of the following:

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;

(3) List of clients, demonstrating prior experience with relevant past performance information and references;

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).

(6) List of spare parts and suppliers of spare parts for chillers, AHUs, & Hydro Kits and proposals shall include a description of the firm's ability to obtain replacement parts and ability to perform specialized tests/diagnostic/programming equipment for servicing chillers.

If required by the solicitation, the quoter shall provide either:

(a) a copy of the Certificate of Insurance, or

(b) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

B. A preproposal conference to discuss the requirements of this solicitation will be held on July 28, 2011 at 1100 hours time at U.S. Consulate Lahore, 50 Empress Road, Lahore. You are invited to attend the conference.

### **ADDENDUM TO SOLICITATION PROVISIONS**

Solicitation No. SPK330-11-Q-5551  
Maintenance & repairing services for Chillers, AHUs and  
Hydro Kits.

## FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-6	Contractor Identification Number --Data Universal Numbering System (DUNS)Number (APR 2008)
52.214-34	Submission of Offers in the English Language (APR 1991)
52.237-1	Site Visit (APR 1984)

The site visit will be held on July 28, 2011 at 1100 hours at at **U.S. Consulate Lahore, 50 Empress Road, Lahore**. Prospective offerors/quoters should contact at the following E-mail by July 26, 2011 for processing of Access to the Embassy Compound.

E-mail: [ZainuddinA@state.gov](mailto:ZainuddinA@state.gov) or [KhurshidA2@state.gov](mailto:KhurshidA2@state.gov).

Detail required for access as per given below:

1. Name of personnel with CNIC No.
2. Detail of vehicle to be used with Make, Model, Color and Vehicle No.

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

### 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman

is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, **Management Officer, American Embassy, Islamabad, Pakistan at 92-51-208-2000 or Fax at 92-51-227-6427**. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

(End of Clause)

**ADDENDUM TO EVALUATION FACTORS  
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12**

The following FAR provisions are provided in full text:

**52.217-5 EVALUATION OF OPTIONS (JULY 1990)**

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Clause)

## SECTION 4 - EVALUATION FACTORS

Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.

The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations which do not conform to the solicitation.

Technical Acceptability. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.

The Government reserves the right to reject proposals that are unreasonably low or high in price.

The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ **to include the technical information required by Section 3.**

The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- be otherwise qualified and eligible to receive an award under applicable laws and regulations.



## SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (FEB 2009)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a)Reserved

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(C)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(c) – (d) Reserved

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) – (g) Reserved

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (**Applies only if the contract value is expected to exceed the simplified acquisition threshold.**) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). **[Note to Contracting Officer: The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]**

(1) Listed end products.

Listed End Product	Listed Countries of Origin

(2) Certification. *[If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs\_\_\_\_\_.